

COTTONWOOD HEIGHTS
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

RESOLUTION No. 2021-02

A RESOLUTION APPROVING A SECOND AMENDMENT TO THE DEVELOPMENT
AGREEMENT FOR THE CANYON CENTRE COMMUNITY DEVELOPMENT PROJECT AREA
AND CORRESPONDING CHANGES TO THE PROJECT AREA PLAN AND BUDGET

WHEREAS, the Community Development and Renewal Agency (“*Agency*”) of the city of Cottonwood Heights (“*City*”) was created to transact the business and exercise all of the powers provided for in the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, UTAH CODE ANN. 17C-1-101 *et seq.* and any subsequent, replacement or amended law or act (the “*Act*”); and

WHEREAS, pursuant to section 17C-4-103 of the Act, Agency heretofore has adopted a project area plan (the “*Project Area Plan*”) for the Canyons Centre project area (the “*Project Area*”) pursuant to, *inter alia*, Resolution 2011-01, Resolution 2011-03 and Resolution 2018-08 of Agency’s governing body (the “*Board*”); and

WHEREAS, pursuant to its Ordinance 170, as amended by, *inter alia*, Ordinance 182 and Ordinance 311, City’s city council adopted the Project Area Plan as the official community development plan for the Project Area and authorized Agency to proceed to carry out such official plan, all as provided in section 17C-4-105 of the Act; and

WHEREAS, in furtherance of such authorization and as further authorized by Resolution 2018-02 and Resolution 2018-11 of the Board, on or about 24 December 2018 Agency entered into a “Development Agreement” (as previously amended, the “*Agreement*”) with Canyon Centre Capital, LLC (“*Developer*”) concerning Developer’s proposed development of the Project Area; and

WHEREAS, the Agreement provides for collection of project area funds from the Project Area for a period of 25 years (the “*Tax Increment Period*”), and also specifies certain deadlines for completion of construction of various improvements in the Project Area (the “*Completion Deadlines*”); and

WHEREAS, following the parties’ entry into the Agreement, the Utah Legislature enacted UTAH CODE ANN. 17C-1-416 in response to the pending COVID-19 pandemic (the “*Pandemic*”), which authorizes extension of the Tax Increment Period for up to two years if the Board timely enacts a resolution describing the conditions resulting from the Pandemic which likely will delay implementation of the Project Area Plan, why the extension is needed, and the expiration of the extension period; and

WHEREAS, Developer has requested such an extension and has provided to the Agency a written explanation for such request dated 23 September 2021 (the “*Request*”), a copy of which is on file with the Agency and it incorporated herein by this reference; and

WHEREAS, the Board has reviewed the Request and determined that it should be granted for the reasons detailed in the Request; and

WHEREAS, the parties have collaboratively prepared a proposed amendment to the Agreement (the "*Second Amendment*") to extend the Tax Increment Period for an additional two years from its current expiration date; and

WHEREAS, the Board, having carefully reviewed the proposed Second Amendment, a copy of which is attached as an exhibit hereto, met on 5 October 2021 to consider, among other things, approving Agency's entry into the Second Amendment; and

WHEREAS, after careful consideration, the Board has determined that it is in the best interests of Agency and the public to approve Agency's entry into the Second Amendment as proposed and to correspondingly (a) amend the Project Area Plan and its budget, and (b) extend the remaining Completion Deadlines in the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the governing board of the Cottonwood Heights Community Development and Renewal Agency that the attached Second Amendment be, and hereby is, approved, and that Agency's chairman and secretary are authorized to execute and deliver the Second Amendment on behalf of Agency on such timetable as Agency's chairman and chief executive officer, in consultation with Agency's legal counsel, deem appropriate; and

BE IT FURTHER RESOLVED by the governing board of the Cottonwood Heights Community Development and Renewal Agency that the Second Amendment is so approved with such additions, modifications, deletions or other changes as hereafter may be deemed necessary or advisable by Agency's chairman and chief executive officer in consultation with Agency's legal counsel; and

BE IT FURTHER RESOLVED by the governing board of the Cottonwood Heights Community Development and Renewal Agency that Agency shall provide such notice(s), make such filing(s) and perform such other acts as may be required by any applicable law in connection with approval and adoption of the Second Amendment.

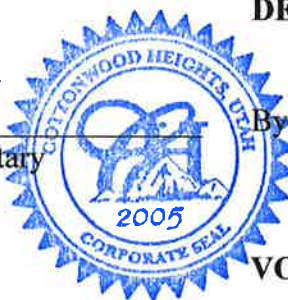
This Resolution, assigned no. 2021-02, shall take immediate effect following Agency's provision of any additional notice(s) or acts as may be required by the Act or other applicable law.

PASSED AND APPROVED effective 5 October 2021.

ATTEST:

By: 

Paula Melgar, Secretary



**COTTONWOOD HEIGHTS COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY**

By: 

Michael J. Peterson, Chairman

VOTING:

Michael J. Peterson
Douglas Petersen
J. Scott Bracken
Tali C. Bruce
Christine Watson Mikell

Yea ☒ Nay ☐
Yea ☒ Nay ☐
Yea ☒ Nay ☐
Yea ☒ Nay ☐
Yea ☐ Nay ☐ *extended*

DEPOSITED in the office of the Secretary of the Cottonwood Heights Community Development and Renewal Agency this 5th day of October 2021.

AFTER RECORDING RETURN TO:

COTTONWOOD HEIGHTS
Attn. Recorder
2277 East Bengal Blvd.
Cottonwood Heights, UT 84121

**SECOND AMENDMENT
TO DEVELOPMENT AGREEMENT**

**CANYON CENTRE COMMUNITY DEVELOPMENT PROJECT AREA
COTTONWOOD HEIGHTS, UTAH**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "*Amendment*") is entered into effective 5 October 2021 between the **COTTONWOOD HEIGHTS COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a governmental entity organized under the laws of the state of Utah whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 ("*Agency*"), and **CANYON CENTRE CAPITAL, LLC**, a Utah limited liability company whose address is 9067 South 1300 West, Suite 105, West Jordan, Utah 84088-5582 ("*Developer*"). Agency and Developer are each a "*Party*" and collectively the "*Parties*."

RECITALS:

A. Effective 24 December 2018, the Parties entered into a "Development Agreement" (as previously amended, the "*Agreement*") concerning a Project Area known as the "Canyon Centre" that is located at or near 7350 South Wasatch Blvd. in Cottonwood Heights, Salt Lake County, UT and is described on attached Exhibit "A."

B. Among other things, the Agreement provides for collection of Tax Increment funds from the Project Area for a period of 25 years (the "*Tax Increment Period*"), and also specifies certain deadlines for completion of construction of various improvements in the Project Area (the "*Completion Deadlines*").

C. Following the Parties' entry into the Agreement, the Utah Legislature enacted UTAH CODE ANN. 17C-1-416 in response to the pending COVID-19 pandemic (the "*Pandemic*"), which authorizes extension of the Tax Increment Period for up to two years if the Board timely enacts a resolution describing the conditions resulting from the Pandemic which likely will delay implementation of the Project Area Plan, why the extension is needed, and the expiration of the extension period.

D. Developer has requested such an extension and has provided to the Agency a written explanation for such request dated 23 September 2021 (the "*Request*"), a copy of which is on file with the Agency and it incorporated herein by this reference.

E. The Agency, having determined that the requested extension should be granted for the reasons detailed in the Request, has, with Developer, collaboratively prepared this Amendment

to extend the Tax Increment Period for an additional two years from its current expiration date and to correspondingly extend the certain Completion Deadlines.

C. The Parties now desire to amend the Agreement for those purposes

A G R E E M E N T:

NOW, THEREFORE, for and in consideration of their mutual promises and for other good and valuable consideration, the receipt and legal adequacy of which is hereby acknowledged, the Parties covenant and agree as set forth herein.

Section 1. **Defined Terms.** Unless otherwise defined in this Amendment, all capitalized terms in this Amendment shall have the same meanings and definitions as in the Agreement.

Section 2. **Amendments.** The Parties hereby amend the Agreement as follows:

(a) **Tax Increment Period.** The definition of Tax Increment Period in Article 1 of the Agreement is hereby amended and restated in its entirety as follows:

“*Tax Increment Period*” means the 27-year period commencing with the first Tax Increment Year for which Agency receives Tax Increment from the Project Area.

(b) **Figure 2.1(a)(1).** Figure 2.1(a)(1) is amended to extend the Completion Deadline for the Class “A” Office from 12/31/2022 to 12/31/2024.

(c) **Attachment No. 3.** Attachment No. 3 to the Agreement is hereby amended to extend certain Completion Deadlines as shown on attached Exhibit B.

Section 4. **No Other Modifications.** Except as specifically amended in this Amendment, the terms of the Agreement shall remain unmodified and in full force and effect between the parties.

DATED effective the date first-above written.

AGENCY:

**COTTONWOOD HEIGHTS COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY**

ATTEST:

By 
Paula Melgar, Secretary



By 
B. Tim Tingey, CEO


Approved as to form:

Wm. Shane Topham

Wm. Shane Topham, Agency Counsel

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On 11 October 2021, personally appeared before me **B. Tim Tingey** and **Paula Melgar**, who duly acknowledged to me that they signed the foregoing agreement as the CEO and the Secretary, respectively, of the **Cottonwood Heights Community Development and Renewal Agency**.


Notary Public



DEVELOPER:

CANYON CENTRE CAPITAL, LLC,
a Utah limited liability company

By: **C.W. MANAGEMENT CORPORATION,**
a Utah corporation, its Manager

By: _____
Chris McCandless, President

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On October 2021, personally appeared before me **Chris McCandless**, who duly acknowledged to me that he signed the foregoing agreement as the President of **C.W. Management Corporation**, a Utah corporation acting in its capacity as the manager of **Canyon Centre Capital, LLC**.

Notary Public

EXHIBIT "A" TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

Lots 1 through 5 of the Canyon Centre Amending Wasatch Gates Subdivision, according to the official plat thereof on file and of record in the office of the Recorder of Salt Lake County, Utah, which are designated as the following tax parcels: 22-25-176-022; 22-25-176-023; 22-25-176-024; 22-25-180-001; and 22-25-180-003 through 22-25-180-019 inclusive.

EXHIBIT “B” TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

ATTACHMENT NO. 3

DESCRIPTION OF PRIVATE IMPROVEMENTS, SQUARE FOOTAGE, ESTIMATED ASSESSED VALUES AND CONSTRUCTION DEADLINES

IMPROVEMENT	LOT NO.	SQUARE FOOTAGE	ESTIMATED ASSESSED VALUE	CONSTRUCTION DEADLINE
1. Office Building	2	No less than 65,000 s.f.	\$17,286,263*	12/31/2022 12/31/2024
2. Hotel	2	No fewer than 125 Rooms	\$16,340,335*	12/31/2022
3. Restaurant / Retail (3 Buildings) *Includes Land Value	2	No less than 11,000 s.f.	\$ 4,691,475*	12/31/2022
4. Plazas and Walkways	Project	N/A	Included above	12/31/2022 12/31/2024
5. Landscaping of Common Areas	Project	N/A	Included above	12/31/2022 12/31/2024
6. Infrastructure	Project	N/A	Included above	12/31/2022 12/31/2024
7. Surface Parking	2	No fewer than 116 stalls	Included above	12/31/2022 12/31/2024
8. Residential Rental Housing	—	112 Units	\$10,733,197	12/31/2022 12/31/2024
9. Single Family Housing	—	17 Units	\$5,960,495	12/31/2022 12/31/2024
Total			\$55,011,765	